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tract. See *Trogden v. Williams*, 114 N. C. 10, 56 S. E. 865, 10 L. R. A. (N. S.) 867. But authority to sell specified property at a specified price, the owner promising to convey the property to the purchaser, was held to authorize a contract of sale. *Peterson v. O'Connor*, 106 Minn. 470, 119 N. W. 243, 130 Am. St. Rep. 618.

CARRIERS—DUTY TO PASSENGERS—DUTY TO FURNISH SEATS.—The plaintiff entered an interurban car with the intention of becoming a passenger. The car was crowded, but the plaintiff had ample opportunity to observe this before the car left the station. The conductor demanded his fare which he refused to pay unless he was provided with a seat. The car was then stopped and he was ejected. The plaintiff sued the defendant for failure to furnish him with a seat. *Held*, the defendant is not liable. *Rossman v. Georgia Ry. & Power Co.* (Ga.), 91 S. E. 90.

It is part of the carrier's contract to furnish the passenger with a seat. *Graham v. McNeill*, 20 Wash. 466, 55 Pac. 631, 43 L. R. A. 300, 72 Am. St. Rep. 121, *DOBIE, BAILMENTS & CARRIERS*, p. 566. If the carrier fails to furnish the passenger with a seat he may be sued for breach of contract; but the passenger has no right to ride and yet refuse to surrender his ticket, for the contract of carriage is indivisible, and its burden cannot be rejected and its benefits accepted. See *St. Louis, etc., R. Co. v. Leigh*, 45 Ark. 368, 55 Am. Rep. 558; *Pittsburg, etc., R. Co. v. Van Houten*, 48 Ind. 90. The passenger may be ejected for a failure to surrender his ticket on account of not being able to secure a seat. *St. Louis, etc., R. Co. v. Leigh*, *supra*.

Where persons already in the car occupy more seats than necessary so that none remain vacant, and the conductor refuses to make them move to provide a seat, one who is ejected because he refuses to surrender his ticket unless provided with a seat may recover for his ejection. *Louisville, etc., R. Co. v. Patterson*, 69 Miss. 421, 13 South. 697, 22 L. R. A. 259. But if a passenger remains standing in a crowded car during the entire trip he waives his right to a seat, and cannot recover for the fatigue and inconvenience caused by standing. *Weeks v. Auburn, etc., R. Co.*, 60 Misc. 400, 113 N. Y. Supp. 636. A person cannot ride a part of the way standing, later secure a seat, and then refuse to pay for the distance traveled while standing; but he may be ejected unless he pays his fare for the entire journey, since the contract of carriage is indivisible. *Davis v. Kansas City, etc., R. Co.*, 53 Mo. 317, 14 Am. Rep. 457. Where all other parts of the train are crowded except the smoker it is reasonable to require the passenger to sit there until a seat is vacated elsewhere. See *Memphis & Charleston R. Co. v. Benson*, 85 Tenn. 627, 4 S. W. 5, 4 Am. St. Rep. 776; *Pittsburg, etc., R. Co. v. Van Houten*, *supra*. And, as one who boards a car which is standing still for the purpose of receiving passengers thereby becomes a passenger, the same principles would seem to apply to persons who have not secured tickets as to those who have. *Gaffney v. St. Paul City Ry. Co.*, 81 Minn. 459, 84 N. W. 304. See 4 VA. LAW REV. 143.

CITIZENS—EXPATRIATION—JOINING FOREIGN ARMY.—The petitioner, a citizen of the United States, moved with his family into Canada and